

ANS Correspondence

Atwater, William C.

1923-1926

*William C. Atwater,*  
President.

*Charles P. Hutchins,*  
Treasurer.

*John L. Steinbugler,*  
Secretary.

*George H. Lachnicht,*  
Sales Manager.

# *William C. Atwater & Co.* *Incorporated.*

*Miners Agents & Shippers of*

## *Pocahontas Smokeless Coal & Coke.*

*New York,* May 19th, 1923.

1 BROADWAY, NEW YORK.  
50 CONGRESS ST. BOSTON.  
FALL RIVER, MASS.  
CLEVELAND, OHIO.  
TOLEDO, OHIO.  
BLUEFIELD, WEST VA.  
PORTSMOUTH, OHIO.  
NORFOLK, VA.

LOADING PIERS.  
LAMBERT'S POINT.  
NORFOLK, VA.  
SEAWALL'S POINT, VA.  
SANDUSKY, OHIO.  
TOLEDO, OHIO.

STORAGE WHARVES.  
FALL RIVER, MASS.

CABLE ADDRESS  
ATWACOAL  
NEW YORK

CODES  
SCOTT'S TENTH.  
A.B.C. 5TH IMPROVED  
BENTLEYS  
WESTERN UNION

The American Numismatic Society,  
Broadway, between 155 & 156th Streets,  
New York.

Gentlemen :

PRICES QUOTED ARE SUBJECT TO ACCEPTANCE OF ORDERS.

ALL SALES ARE SUBJECT TO CONDITIONS PRINTED ON BACK OF THIS SHEET.

I thank you for your letter of May 12th and am enclosing  
herewith check for membership dues. In reply to your inquiry, I would  
say, that the only coins I collect are of the regular American series  
in gold, silver, nickel and copper, beginning with the opening of the  
Philadelphia mint in 1793.

Yours very truly,

*Wm C. Atwater*

WCA/CS  
Enc.

## WM. C. ATWATER & CO., Inc.

### CONDITIONS FOR THE SALE AND DELIVERY OF COAL

1. Terms of payment cash on or before the 15th of each month for all coal shipped during the preceding month. Bills subject to sight draft if not paid when due. Terms of payment being of the essence of the contract, non-compliance therewith shall give seller privilege of cancellation, and waiver in any case shall not be construed as destroying this right. The right to require payment in advance of deliveries under this contract is especially reserved in the event the seller has good reason to believe that the credit of the purchaser is impaired.

2. This sale is made by the seller for shipment from the companies and collieries mentioned on the face of this contract in the proportions of their current car percentages as determined by the allotment of the Norfolk & Western Railway Company.

3. Deliveries under this contract are subject to war, war conditions, insurrections, mine disasters or break-downs, fires, accidents, shortage of cars or interruption of car service, strikes, labor agitations or disturbances, shortage of labor supply or any other causes beyond the seller's control. If during the period of this contract the production of the aforesaid collieries shall for any cause above stated be less than their normal maximum capacity, the tonnage to be delivered under this contract shall at the option of the seller, be reduced in proportion and there shall be no liability on the part of the seller for the reduction so made. In case of strikes or accidents unavoidably causing the stoppage or partial stoppage of the plant of the purchaser, the delivery herein contracted may, upon request of the purchaser, be suspended or partially suspended during such stoppage, and the tonnage of deliveries so suspended shall be cancelled, without obligation upon the purchaser to thereafter accept or the seller to thereafter ship, but without prejudice to the seller's claim for damages in case such suspension is not due to such stoppage or partial stoppage.

4. Unless otherwise specified, all coal sold under this contract must be ordered and taken by the purchaser regularly, in substantially equal monthly proportions; otherwise the seller shall without notice to the purchaser at any time have the right to cancel any tonnage of coal not taken by the purchaser up to that time. In such case the seller shall also have the right to reduce the tonnage of shipments during the remainder of the contract period to the basis of average monthly deliveries which had been previously taken by the purchaser. Any portion of the tonnage remaining unshipped at the date of expiration of this agreement shall be considered as cancelled without notice, but without prejudice to any claim for damages by either party.

5. Actual railroad weights as ascertained by initial railway company are to govern settlements. Delivery to the railway company of all-rail shipments, in good order and properly consigned, shall be considered as delivery, and title shall then pass to the purchaser regardless of whether the coal is sold or billed at a mine price or delivered price and regardless of who pays the freight. After such delivery there shall be no responsibility upon the seller for loss, damage, non-shipment, delay or non-delivery within any given time, or at any given place.

6. The contract price is based upon the wage scale in effect at the present time at the aforesaid mines; if such wage scale shall be changed during the term of this contract, then the price shall be changed accordingly on the tonnage which may be delivered under this contract during the period in which the changed scale is in effect—i.e., should there be any increase over the present scale, the purchaser is to pay for same; should there be any decrease, the purchaser is to have benefit of same.

September 24, 1925

William C. Atwater, Esq.  
1 Broadway, New York City

Dear Sir:

May I ask whether you would care to become a Fellow of the American Numismatic Society? As you probably know, the Fellows are limited in number, and it is only when a vacancy occurs that we are able to suggest promotions from our list of Associates. The annual dues of a Fellow are Fifteen Dollars.

As with the Metropolitan Museum, the title to our Museum and its collections is vested in the Fellows; and only those known to be interested in our objects are invited to become Fellows.

Very truly yours,

Secretary

NUMBER ONE BROADWAY  
NEW YORK CITY

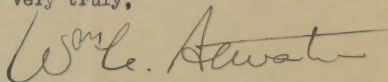
January 20th, 1926.

My dear Mr. Noe :

I am chagrined to find that your invitation of September 24th has never received any acknowledgment. I am very glad to comply with it and wonder if my enclosed check for \$ 10.00, added to the \$ 5.00 sent you a couple of weeks ago, will square me as becoming a Fellow of the Society, with an annual due of \$15.00.

It was a very great pleasure to me to attend your annual meeting, and I very much appreciate the cordial welcome that was given me.

Yours very truly,



Mr. Sidney P. Noe, Secretary,  
The American Numismatic Society,  
Broadway between 155th & 156th Sts.,  
New York.

WCA/CS

Enclosure.



January 21st, 1926

William C. Atwater, Esq.  
1 Broadway, New York City

Dear Mr. Atwater:

Your letter addressed to Mr. Noe has been opened by me in his absence.

Thank you very much for your cheque for Ten Dollars, to supplement the five dollar membership dues. We shall be very happy to present your name at the next Council meeting, as a Fellow of the Society.

It gave us great pleasure to see you at our Annual Meeting, and trust it will not be long before you will look in on us again.

Very truly yours,

Curator

February 6th, 1926

William C. Atwater, Esq.  
1 Broadway, New York City

Dear Mr. Atwater:

It gives me especial pleasure to inform you  
that the Council unanimously transferred you to  
the class of Fellows at its meeting held yesterday.

I hope we shall have the pleasure of greeting  
you at our Museum again very soon.

Sincerely yours,

Secretary